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CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Richard W. Horvath)
 Plaintiff,)
)
 Vs)
 American Home Mortgage)
 Servicing Inc ;)
 and)
 John Doe, Jane Doe, XYZ Corp)
 owner of the mortgage paper)
 Defendants)

CASE NO.

CV '09 01202 PHX - MHB

Jurisdiction

Plaintiff has lived and worked in Maricopa County since May 1989, which is in the jurisdiction of The United States District Court, District of Arizona.

Defendants American Home Mortgage Servicing Inc have refused to reveal to Plaintiff the name of the actual owner of the mortgage paper, causing Plaintiff to file against Jane Doe, John Doe, XYZ Corp, in order for Plaintiff to file this action before the statutes expire.

American Home Mortgage Servicing Inc is currently in Chapter 11 bankruptcy in Delaware, however, all the allegations presented herein were committed long after Defendant American Home Mortgage Servicing Inc filed for bankruptcy, and after Plaintiffs mortgage was sold in the Bankruptcy Court. Because the complaint is due to criminal actions, and the bankruptcy laws do not allow for protection under the

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bankruptcy laws for actions committed after the filing of bankruptcy, or for criminal actions, and offenses, Plaintiff requests the court proceed with this action as if no bankruptcy exists, since by law, none does.

American Home Mortgage is a predator corporation, and criminal empire.

On April 28, 2009 The Securities and Exchange Commission charged the owners and executive officers with numerous violations of Federal Laws including fraud.

Under the US Bankruptcy Laws, Section 523 (a) (6) paragraph 5,) provides that debts for willful and malicious conversion or injury by the debtor to another entity or the property of another entity are nondischargeable. Under this paragraph "willful" means deliberate or intentional.

The intent is to include in the category of non-dischargeable debts a conversion under which the debtor willfully and maliciously intends to borrow property for a short period of time with no intent to inflict injury but on which injury is in fact inflicted.

American Home Mortgage Servicing Inc unlawfully and illegally withheld (converted) Plaintiffs' funds by placing them into a holding account. When Defendant's employees became aware of the withholding of Plaintiff's funds, and they did not follow through with making the correction they said they would, and instead threatened Plaintiff with foreclosure, this was a willful, (deliberate and intentional) act to injure the Plaintiff.

Complaint

Plaintiff alleges, and will prove with a preponderance of the evidence that the Defendant, American Home Mortgage Servicing Inc., hereinafter referred to as Defendants have by way of their;

1. Gross Negligence,
2. Gross Incompetence
3. Intentional and wrongful use of Plaintiff's funds
4. Unlawful withholding of Plaintiff's funds
5. Invasion of Plaintiff's privacy
6. Willful, and intentional violations of the Fair Debt Collection Practices Act (FDCPA)
7. Terroristic Threats
8. Harassment
9. Breach of Contract
10. Fraud
11. Illegal and Unlawful Actions
12. Failure to provide information requested.

did cause Plaintiff **horrific, and life threatening** bodily injury.

Plaintiff alleges that during the period of July 2008, through September 2008, Defendant's aforementioned actions caused Plaintiff to become violently ill and suffer acute kidney failure. During the noted period, Defendant's conducted an intentional, vicious, unlawful, and terroristic campaign of harassment and threats against the Plaintiff, with no legal, right, reason or basis for their

actions.

Plaintiff will prove with preponderance of the evidence, and beyond any reasonable doubt that Plaintiff has always acted in a very responsible manner, and that Plaintiff has been in full compliance with all terms of the contract by making timely payments, and communicating with Defendants during this period due to Plaintiffs concerns or in response to Defendants inquiries.

Plaintiff will prove that he has gone above and beyond to protect the investment in his home from the grossly negligent, unlawful and terroristic actions of the Defendants.

Plaintiff will prove that Defendant's knew or should have known that Plaintiff was in fragile health, and that the degree of abuse Defendant's hurled at Plaintiff would cause Plaintiff serious injury or death.

Defendant's behavior and actions were in violation of The Fair Debt Collection Practices Act (FDCPA)

SUMMARY

1. May 2008 Defendants send Plaintiff an Annual Escrow Account Disclosure Statement showing a shortage of \$ 556.58, caused by Defendant's failure to pay the proper taxes on Plaintiffs home and property.
Plaintiff, per the instructions on Defendants Escrow Shortage Remittance form, paid the escrow shortage of \$556.58, and the new mortgage payment of \$ 497.14
As per Defendants Annual Escrow Account Disclosure Statement, this would be effective July 1, 2008
Plaintiff mailed two checks, one for the escrow shortage, and the other for the new monthly mortgage payment. The checks were sent in the same envelope certified mail, return receipt.
Defendants signed for the checks on July 4th 2008, according to the return receipt.

2. On July 22, 2008, Plaintiff began receiving collection calls from Defendant, demanding money the Plaintiff did not owe. Defendant's calls were horrifically abusive, and Defendant's employees refused to check their records for Plaintiff's payment. After Defendant's employees finally checked their records, they told Plaintiff they would make the necessary correction, while another made the same promise, but instead sent Plaintiff a letter saying they would file a notice of intent to foreclose if Plaintiff did not pay the money Defendant was demanding.
3. The Defendants, abusive, harassing, and threatening calls continued through September 2008, during which period Plaintiff received two letters threatening that Defendants would file a notice of intent to foreclose.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that judgment be entered against Defendants for:

- A. Ten Million Dollars for permanent and irreversible physical injury to Plaintiff.
- B. Ten Million Dollars for the horrific physical pain and suffering Plaintiff suffered due to Defendants unlawful collection practices, brought on by Defendants illegal, and unlawful conversion of Plaintiffs funds
- C. Ten Million Dollars for the emotional pain and suffering of the Plaintiff which continues to this very moment, and will continue for the rest of Plaintiffs life. Plaintiffs kidneys are functioning at 31%, and at any time Plaintiffs kidneys could fall below 15% requiring Plaintiff to undergo dialysis or a kidney transplant. Also, Plaintiff could die from the failure of his kidneys.
- D. Statutory damages pursuant to the FDCPA and any other Federal or State laws Defendants actions have violated;

E. Punitive damages in an amount to be determined at trial;

D. Costs and reasonable attorney's fees; and

F. Such other relief as may be just and proper

DATED this 4TH day of June, 2009


Richard W. Horvath Plaintiff *pro se*